1.Introduction

These Scheme Rules have been written in accordance with the requirements of the applicable IAF Member Accreditation Bodies and Certification Schemes. **GCL INTERNATIONAL LTD**, hereafter known as "**GCL**" also comply with all conditions. These Scheme Rules form a part of the contract with each Operator as stated on the quotation.

2. Scope

GCL provides independent third-party audits and registration services for companies who have implemented management systems against the following standards/codes of practice:

- USDA NOP
- Canadian Organic Regime
- Organic EU

3. Confidentiality

a) **GCL** agrees not to disclose any information relating to the operator's business or affairs except information, which is in their possession before the date of acceptance of the **GCL** quotation/contract.

b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification by an Accreditation Body, the Operator shall be informed of the information as required by law.

c) GCL shall publish without consent any information related to the operator which is required to be made public as per the scheme requirements (point 4.m of this scheme rules)

d) A consent must be obtained from Operator before any data to be shared with third parties. The data shall be limited to the information under the scope of certification and merely for purpose in related to supply chain performance. The data recipients shall not further disclose the data to other third parties and this shall abide by Non-Disclosure Agreement.

e) **GCL** has right to exchange operators' information with other Certification Bodies, accreditation bodies and scheme owners to verify the authenticity of the information.

f) For the purposes of registration verification, information contained on all issued certificates can be verified using the registration number shown on the certificate from the certification check on the **GCL** web site which is located from the following URL www.gcl-intl.com, For USDA NOP this shall also be checked on the USDA NOP Organic Integrity Database.

f) if the Operator provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

4. General Conditions

GCL basic conditions for gaining and maintaining registration with are that all Operators agree to and comply with the following rules:

a) All information deemed necessary by **GCL** to complete the certification process shall be made available to the Operator company in English language on the GCL website, this shall include the application forms, system plans, specification templates, production rules and control measure for the EU organic regulations, The USDA NOP regulations, Canadian Organic Regime organic production system documents.

b) The applicant operators shall obtain the translated version of the Organic EU Production rules, bilingual versions of the system plans upon request to GCL, for certified operators these shall be made available in the portal library

c) When the Operator can demonstrate that effective corrective action has been taken within a specified time limit, then **GCL** will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.

d) If the Operator fails to take effective corrective action within the time limit, then **GCL** may repeat the audit in full at additional cost.

e) Identification of conformity shall only apply to site(s) inspected and within the scope of registration as shown on the **GCL** certificate of registration.

f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial or re-audit until fees have been paid in full. Registration may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.

g) Failure to return all certificates of registration shall result in legal action being taken against the operator for unauthorised use of registration and accreditation.

h) The Operator must allow **GCL** to conduct annual/re-audit visits at the times stated within the individual quotation.

i) **GCL** offices which hold accreditation directly with an accreditation body or hold "critical location" status are responsible for, and retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending, and withdrawing of certification.

j) Provide to **GCL** and **Accreditation bodies** the right of access to all units of the inspected facilities, including to units where no Certified products are processed, stored, or administered, if applicable, and to all relevant documentation and records, including financial records.

k) The Operator confirms that they are not currently engaged, nor will they engage, with another Certification Body to certify them against the same Scope at the same time.

l) The Operator confirm that in addition to audit notes, **GCL** audit team can collect photographs and hard and soft copies of documents also samples for residue testing may also be taken by the auditor during the required on-site audit, either as back-up to the audit process or in case of suspicion of contamination or non-compliance.

m) The Operator confirms to comply with the relevant criteria of the following as applicable to the scope applied

USDA NOP: USDA National Organic Program 7CFR 205 and its program handbook & Organic Foods Production Act.
Canadian Organic Regime: Part 13 of the SFCR & Canadian Organic Standards
Organic EU EC 848/2018, its implementing and delegated acts

n) the Operator makes all necessary arrangements for

1) the conduct of the evaluation (see 7) and Re-evaluation/surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Operator subcontractors; (for USDA NOP sub-contracting is not allowed)
2) investigation of complaints.
3)The participation of observers, translator/interpreter, and technical experts if applicable.

o) The Operator confirms to comply with the certification requirements, including implementing appropriate changes when they are communicated by the **GCL**.

p) The operator itself must conduct regular lab testing of samples of their products based on internal risk analysis.

q) the Operator confirms and agree to receive email communication from scheme owners and communicate directly with scheme owners about the certification and standards

5. Application for Assessment

On receipt of a completed Application for Quotation form, **GCL** will conduct a pre-contract review of the system and a quotation shall be prepared and sent to the prospective Operator, together with these Scheme Rules.

The applicant at any point within the certification cycle, preceding GCL's decision may request that the processing of its application be stopped. In such cases the applicant is liable for the costs of services provided up to the time of withdrawal of its application. In these cases, GCL shall not issue a decision regarding the products that were subject of the certification request.

6. Contract Acceptance

Prior to any arrangement being made for an evaluation/audit

a) the quotation is required to be signed by the Operator. Signature on the quotation/contract indicates formal acceptance of these rules as stated within the quotation/contract.
b) **GCL** emails the briefing about the standard, current manual/standards, Logo Use and Claims Guidelines before planning any Initial Evaluation/Audit at operator premises. Also, the current version of these documents can be downloaded from the GCL website www.gcl-intl.com at related standard page, translated versions are provided upon request.
c) Operator shall submit the completed **GCL** Audit report (Operator section) together with Operator legal and other documents such as inputs, business licenses, policy/procedures, supplier certificates.

7. Initial Evaluation/Audit

Audit is carried out to verify information and compliance with certification requirements applicable to the operator. It shall follow a set protocol to facilitate impartial and objective audit.

The on-site audit protocol shall at the very minimum undertake the following, as applicable to the operator:

a) Assessment of the processing system by means of visit to facilities and storage units (which may also include visits to non-organic areas if there is reason for doing)

b) Review of records and accounts to verify flow of goods (input/output reconciliation and the tracing back).

c) Identification of areas of risk to product integrity.

d) Verification that changes to the standards and to related requirements have been effectively implemented; and

e) Verification that corrective actions have been taken, with special focus on corrective actions for nonconformities which have been closed since the previous audit; and

f. If the previous audit was conducted by another certification body and within two years prior to the audit, a full evaluation of any nonconformities which were issued in the previous audit report, whether they were previously closed.

g. Verification of the operator's risk assessment of contamination and residue testing policy potentially including sample drawing for residue testing either as random sampling or in case of suspicion of contamination or non-compliance.

8. Certification

a) On completion of the on-site evaluation the lead auditor reports back to **GCL**. The Standard Manager of **GCL** shall review the report and supporting information, including the recommendations made by the lead auditor and decide whether to grant certification.

b) For any non-conformities raised, the Operator shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL**. This information shall be reviewed by a qualified lead auditor and the Operator shall be informed of the result via email.

c) Upon acceptance of the corrective actions the Standard Manager shall review the full report and decide. Should the Standard Manager not accept the report the impartiality committee shall be informed for the purpose of holding an internal appeal.

d) For any non-conformity or other situation that may lead to suspension the lead auditor shall report to **GCL** and the suspension process shall take effect as defined within these rules.

e) the certification applies to ongoing production, the certified/approved product continues to fulfil the product requirements

f) the Operator makes claims regarding certification/approval consistent with the scope of certification.

g) If it is found that the Operator is knowingly and/or repeatedly operating with nonconformities or purposely violates the requirements of the standard, the GCL must suspend the Operator's certification/approval status and inform the accreditation body and scheme owners, The Operator will be allowed to re-apply for certification as per the conditions prescribed in the scheme.

9. Re-Evaluation/Audit

a) The **GCL** shall regularly re-evaluate operators annually (Prior to the end of the previous certification period on or before the anniversary date for USDA NOP & COR a re-evaluation/audit application should be made) to verify whether they continue to comply with Standards, Mechanisms shall be in place to effectively monitor whether corrective actions have been implemented. Specifically for COR, **GCL** requires the holder of the certificate to submit the information specified in part 13 of the SFCR once every 12-month period, which begins on the day on which the certificate is issued

b) The **GCL** shall report and document its annual activities and shall keep operators informed about their certification.

c) Re-evaluation/surveillance is a full audit and generally follows procedures outlined in 'Evaluation' Section 7 Evaluation in this document.

d) GCL shall control the use and display of licenses, certificates, and logos.

e) Communicate to the Operator to plan the re-audit/surveillance and find out if there are any changes such as change of production units, subcontractors, recipes or new suppliers, raw materials, production methods, etc. Operator needs to complete Organic System Plan, list of suppliers, list of subcontractors, Operator will send back the completed updated Organic System plan to GCL for review. Normally, the re-evaluation after initial certification is to be within 12 months of the last day of the initial audit. Otherwise, the certificate must be suspended or the scope reduced.

f) Recertification audits should be completed no later than 60 days prior to the expiry of a scope certificate. For USDA NOP & COR there are no expiry dates of certificate hence the audits shall be completed on or before the anniversary dates.

g) **GCL** requires the holder of the certificate to submit their intention to maintain certification no later than the date that is 6 months prior to the end of that period and the completed recertification documentation in a time frame specified by the GCL

10. Use & Mis-Use of Certificates, Letter of Approval, Logos & Certification

Once a Certificate has been issued, then the Operator has the right to publish the fact and to apply the logo on their products and promotional material.

Other conditions are as follows related to certification:

a) That no misleading statements are implied or made regarding certification.

b) That no certification document is used in a manner that would mislead Operators or registered companies or the public in general.

c) Upon suspension, withdrawal or cancellation cease with immediate effect to use of the marks on advertising, such as brochures, letterheads, business cards, web sites, etc, and return the certificate to **GCL**.

d) Should a scope of registration be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **GCL**, prior to any updated certificate being issued.

e) That nothing is implied, or an impression is given that certification activities are outside of the scope of certification.

f) Not to use certification in any way as to bring into disrepute the credibility of **GCL** or of Accredited Certification that could affect public trust and confidence.

g) in making reference to its product certification in communication media such as documents, brochures or advertising, the Operator complies with the requirements of the GCL or as specified by the certification scheme.

11. Termination, reduction, suspension or withdrawal of Certification/ Letter of Approval

When a nonconformity with certification requirements is substantiated, either as a result of annual audit or otherwise such as announced audit, **GCL** shall consider and decide upon the appropriate action.

a) Suspension

i. because of continued misuse or incorrect references to the certification scheme, or misleading use of licences, certificates, and marks of GCL

ii. failure to implement corrective action within the specified time scale because of concern identified at Evaluation/Audit.

iii. any other breach of the **GCL** quotation and/or Scheme Rules.

iv. when a critical or major non-conformity is raised during any visit, after the Initial evaluation.

v. under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.

vi. the Standard Manager of **GCL** shall write to the registered Operator outlining the suspension conditions and how the suspension can be lifted.

b) Scope Reduction

Reduction in the scope of certification to remove nonconforming product variants. Should a reduction in scope be recommended by a **GCL** Lead Auditor at a re-evaluation visit this has to be noted in the report and the Standard Manager informed.

c) Withdrawal of Certificate

Such withdrawals could be as a result of:

i. failure to respond to requests/time scales made by **GCL** after suspension of Certification.
ii. failure of an Operator to settle an account with **GCL** within 1 month of formal notification of a failure to settle an account.
iii. voluntary withdrawal, in such a case **GCL** require this in writing.
iv. the certificate of registration/ letter of approval shall be returned to **GCL** when **GCL** has informed the Operator that withdrawal has been complete. No copies of certificates/ letter of approval **shall** be used or logos displayed after withdrawal has taken place.
v. Falsifying of any certification documents which includes Scope Certificate, Transaction Certificate.

d) For USDA NOP operators GCL shall take actions in line with the Enforcement of the USDA Organic Regulations: Penalty Matrix NOP 4002

12. Appeals

i. General

a) For certifications other than USDA NOP, If the Operator is not in agreement with the Lead Auditor's recommendation after an Initial and/or annual audit then they are at liberty to lodge an appeal with the CEO of **GCL**. The Operator shall support his/her reasons by objective evidence.

b) All appeals will be heard by a Appeal-Committee of the **GCL** Impartiality Committee. The Appeal-Committee may hear evidence from the Operator's representative and the Lead Auditor. The decision of the Appeal-Committee is final and binding on both the Operator and **GCL**. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

ii. For USDA NOP §205.663 Mediation applies

a) The operator is allowed to dispute denial of certification or proposed suspension or revocation of certification. The operator is allowed to request mediation by GCL, however this request for mediation must be in-writing.

b) The decision maker can accept or reject the request for mediation. If mediation is accepted by GCL, such mediation shall be done by a qualified mediator mutually agreed upon by both parties to the mediation. The parties to the mediation shall have no more than 30 days to reach an agreement following a mediation session. The goal of mediation is to reach a settlement agreement that will either:
- Bring the operator into compliance with the USDA organic regulations, or
- Facilitate the operator´s exit from organic production

c) A Settlement Agreement is an agreement signed by both parties where both agree to take certain actions. Once in place, the agreement becomes the tool that closes the proposed adverse action (proposed suspension or proposed revocation). The mediation is the process. A Settlement Agreement is the desired product of that process.

d) USDA NOP allows an "Informal" mediation, which means that the GCL and the Operator discuss terms without using a qualified mediator. It may be as simple as offering a proposed settlement agreement to the operator, and then follow-up with a phone call or meeting to discuss the terms and finalize the settlement agreement, if all agree. At the end, the goal of informal and formal mediation is the same: A settlement Agreement both certifier and operator agree to.

e) During informal mediation, the operator must be fully free to:
- Accept or reject the settlement agreement,
- Come back to the certifier for continued informal discussion, or
- -Request a more formal mediation process, to discuss terms agreeable to both parties.

f) If mediation if unsuccessful, the operator shall have 30 days from termination of mediation to appeal the certifying agent's decision pursuant to §205.681.

g) If GCL rejects the operator´s request for mediation, GCL must provide written notification to the operator. The written notification will advise the operator of their right to request an appeal to the USDA NOP, pursuant to §205.681, within 30 days of the date of the written notification of rejection of the request for mediation. Any agreement reached during or as a result of the mediation process shall be in compliance with the Act and the regulations in this part.

h) The US Secretary of Agriculture may review any mediation agreement for conformity to the Act and may reject any agreement or provision not in conformance with the Act or the USDA NOP regulations. No notification of suspension or revocation can be sent to an operator who has requested mediation (§205.663) or filed an appeal (§205.681).

For other schemes in case of any appeal, information related to handling of appeals can be found at **(https://www.gcl.uk/about-us/appeals/)**

13. Complaints

a) General Requirements

All Operators are required to maintain a log of all customer complaints raised against them. This log must be available for review during all Initial and/or annual audits. This log shall also be available to **GCL** Staff, Accreditation bodies and scheme owners upon request. Also, the Operators:

I. takes appropriate action with respect to such complaints and any deficiencies found in products/chemical inputs that affect compliance with the requirements for certification/ letter of approval, and

II. documents the actions taken.

b) Complaints from Operators Regarding Auditor

If a Operator has a complaint about the conduct of any **GCL** Auditor then this should be sent in writing to the **GCL** CEO. If the complaint involves the CEO or Standard Manager, then the complaint is to be addressed to the Chairman of the Impartiality Committee of **GCL**. If complainant not satisfied with the result, then it can be addressed to accreditation body and scheme owners.

c) Complaints from Users of Operators Products

For complaints received from users of Operators products and/or services shall be lodged and then acknowledged to the complainant. Follow-up shall then be taken with the registered company in question.

Note: If fraud or other misrepresentation is found to exist, the **GCL** will take appropriate action as specified at this Point 1: also Point:22 (including extra audit) in this document.
The operator shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification

Note: accept that the accreditation body and scheme owner may become engaged in the case that a complaint or appeal escalates GCL's authority, and agrees to cooperate with investigations.

In case of any Complaint, information related to handling of complaints can be found at (**https://www.gcl.uk/about-us/complaints/)**

14. Witnessed Visits

As part of the on-going surveillance of **GCL**, the Operator agrees to allow representatives from accreditation bodies and scheme owners the right to witness **GCL** conducting their audit duties. The fact that an Accreditation Body representative attends an audit will not affect the audit. Also, from time-to-time **GCL** may have to have trainee auditors or internal audits on an audit team.

15. Short Notice Audits

For Operators that have been suspended or where **GCL** has received complaints then a short notice audit maybe required for follow-up and verification/validation of the implementation of corrective and preventive measures. In such cases the Operators agrees to co-operate with **GCL** audit team members and allow the required access.

16. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

17. Indemnification

In respect of any claim, loss, damage or expense however arising, **GCL's** liability to the Operator shall in no circumstances exceed the amount of **GCL's** fees paid by the Operator. Under no circumstance shall **GCL** be liable for any consequential loss

18. Impartiality

GCL Auditor shall receive Code of Ethics Acknowledgement letter which shall be signed by Lead Auditor and client at the opening and submit to GCL.

GCL or any **GCL** representative shall **NOT**:

a) provide management system consultancy which includes preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a product management system.

b) allocate auditor(s) for a Operator in where provided internal audit, or other related management system consultancy on the management system, within two years following the end of the consultancy.

c) Certify an Operator when a relationship with a management systems consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified Operators.

d) outsource any audits to a management consultancy company involved in management systems as described with the scope of these rules.

e) have within any marketing materials any linkage to management system consultancy.

f) For any threats to impartiality that are discovered or reported, then the impartiality committee shall be informed, and responses shall be made and communicated.

19. Intellectual Property

The ownership of all issued audit reports remains the property of **GCL**.

20. Notification of changes made by the operator

a) Should there be any significant changes cited in the application and with the Operator organisation such as change of address, ownership, organization and management such as management representative, scope or product related changes, major changes to the management system and processes and the environmental, ethical and social impact of the certified organization caused by incidents or events (if applicable to the audit scope) then **GCL** should be informed by operator within five working days of occurrence.

b) **GCL** shall determine whether the announced changes require further investigations. If such is the case, the operator shall not be allowed to release certified/approved products produced under the changed conditions until **GCL** has notified the operator accordingly.

c) In response to an application for amendment to the scope of a certificate already granted, **GCL** shall decide what evaluation procedure, if any, is appropriate, in order to determine whether or not the amendment should be made and shall act accordingly.

d) Operator shall inform **GCL** immediately of any planned changes that could affect product conformity to the relevant standard(s) such as change of production units, subcontractors, recipes or new suppliers) and not market products under the respective label before receiving **GCL**' approval.

e) To notify **GCL** immediately of any application of prohibited substances or any differing residue analysis in any part of the operation

21. Amendments to Scheme Rules

a) **GCL** reserves the right to amend these Scheme Rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and all Operators informed about the changes within 2 months

b) Operator should record the Scheme Rules as an "external document" within their management system for document control.

22. Serious Events, Unannounced, Extra Audits and Closing Out of NCN

a) **GCL** informs the accreditation body, scheme owner with the name and certification Information of the certified organization. This register will be made publicly available on the website of the accreditation body, scheme owner.

b) The Operator discloses all information about any same scope certification related activity with other Certification Bodies.

c) New information or changes with regards to the certification procedure and requirements in the certification scheme will be communicated to third parties through **GCL** website and emailing operators directly.

d) In the event that the organization becomes aware of legal proceedings with respect to product or legality and there is evidence or suspicion of nonconformity within the certified organization **GCL** can carry out an extra audit to assess the issues.

e) In serious cases, when certification shall be denied or withdrawn, the accreditation bodies and scheme owners are to be notified immediately.

Unannounced audit program

a) Organization accepts that **GCL** may conduct semi-announced audits, unannounced audits and/or confirmation visits, for the purpose of monitoring the organization's conformity.

b) Organization accept that the accreditation body also has the right to conduct audits of the client, including semi-announced audits, unannounced audits, and confirmation visits, for the purpose of monitoring **GCL**

c) conformity with conformity assessment requirements.

d) Explain and confirmed that an unannounced Audit program is part of the certification. Participation in the unannounced Audit program is mandatory. No notice may be given in advance of an unannounced audit, except a 4 hour notice prior under the specified condition for USDA NOP and shall not be 24-hour prior under specified conditions in case of COR

Note: Unannounced audit is not a full audit and GCL auditors checks the following but are not limited to;

- verification of NCN which raised at previous visit
- Traceability of product (when a certification done without any production in place and just based on operator's management system then during the unannounced audit GCL auditors check and verify whether the certified material(s) production done as stated in the operator' management system or not)
- Total quantity balance of the raw material and TCs
- If Operator has multi-ingredient products, recipes and supplier certificates needs to be checked randomly.
- The risky areas will be more emphasized. The risky areas are identified during the announced visit.
- Identification and segregation will be checked if production running during audit.

Extra Audit

a) An extraordinary event affecting a certified organization or **GCL** may temporarily prevent the **GCL** from carrying out planned audit on-site. When such a situation occurs, **GCL**, operating under the Scheme

b) need to establish (in consultation with certified organizations) a reasonable planned course of action.

c) Requirements to address high-risk situations **GCL** shall perform an Additional/Extra including unannounced audit if any following issues raised during any audit.

d) Samples of products, inputs, soil may be taken by the auditor during the audit, either as back-up to the audit process or in case of suspicion of contamination or non-compliance. Additional samples of goods may be taken from the supply chain for testing for residues at any time without advance notice.

e) GCL can decide to perform an Additional/Extra including unannounced audit if any following issues raised during any audit. Potential high-risk situations and related measures include:

- Parallel processing of certified and non-certified products: in order to prevent comingling or confusion of certified products with other products that do not meet the standards,
- Where an operator is certified by other Certification Bodies for a standard that shares the same the GCL should seek information exchange with the other Certification Bodies involved to prevent misuse of certificates.
- High demand and low supply for certain products.
- If any critical or Many Minor or Major non-conformities found during the regular audit
- Very high price difference between organic and conventional products (very high price difference between allowed and illicit inputs,)

23. Closing Out of NCN

a) Initial Audit

Critical NCN- Must be corrected and closed out before initial certification

Major NCN- Must be corrected and closed out before initial certification

Minor NCN - Minor Must be corrected and closed out 60 days from the audit (closing meeting)

b) Re-certification Audit

Critical NCN- Scope certificate shall be suspended immediately. the suspension shall be enacted within a maximum of five business days from the day the critical non-conformity was identified.
If a scope certificate is suspended for 180 days or until its expiry date – whichever is sooner – the scope certificate shall be withdrawn (revoked).

Major NCN- In case of major non-conformities, it must be corrected within 30 days (closing meeting), if operator cannot correct the Major NCN then the certificate shall be suspended immediately. Scope certificates shall be suspended immediately if there are five or more open major non-conformities.

If a scope certificate is suspended for 180 days or until its expiry date – whichever is sooner – the scope certificate shall be withdrawn (revoked).

Minor NCN - Minor Must be corrected and closed out 60 days from the audit (closing meeting)
Minor Non-conformity is upgraded to become a major non-conformity with a timeline 30 days from the original deadline

Specifically for COR: GCL shall inform the operator of all NCs and shall require the operator to respond to the NC report issued by the GCL within 30 working days of its receipt. The response shall either be that

a) The operator provides evidence of completion of corrective action(s) taken to address each NC

or

b) Present a plan with milestones as to how each NC will be addressed. This plan shall include a completion date not exceeding 90 working days from receipt of the NCs.

24. Label approval and Transaction Certificate

Label approval

a) Operator shall be informed on how to use standards logo and to get Transaction Certificate (once they are certified) by the Lead auditor at closing meeting.

b) Operator shall send all the artwork to the GCL for approval prior to use.

Transaction Certificate

a) Transaction Certificate (TC) is issued by accredited Certification Companies. The Operator who certified by GCL can email GCL and ask to provide a Transaction Certificate.

b) The Transaction Certificates confirm that the products have been produced and certified against the respective standards Operator complete and the Transaction Certificate Form and send it to GCL together with all required documents.

25. Change of Certifier (GCL) -Migration, Closure of business or withdrawal of Approval/Accreditation

a) GCL accept certificates issued in accordance with Standard by other Certifiers in order to conclude final certification.

b) Operators should not apply to GCL to bypass observations / NCs raised by the old CB. Under normal circumstances, migration to a new CB is not permitted if there are open non-conformities.

c) Upon termination GCL transfer documentation on all operations certified by GCL to another Approved Certifier.

d) In the event of a GCL closing operations or withdrawal of Accreditation, Operator will be nurtured through the process of moving to another CB-Approved Certifier.

e) For USDA NOP "**Responsibilities of Certified Operations Changing Certifying Agents"** NOP 2604 shall be followed.

f) For COR the requirements under C.10 of the Canada organic regime Operating manual shall be followed

26. Privacy Notice
We take the privacy and the protection of personal information seriously. Our Privacy Notice sets our details about we gather, use and share personal information and about individual privacy rights. How we use personal information depends upon the context in which it is made available to us. Our Privacy Notice is available from our website: http://gcl-intl.com/privacy-policy-cookies/

27 Arbitration and Disputes
Any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be settled amicably. If no agreement is reached, the matter will then be referred to an arbitrator nominated by both parties.

28 Applicable Law and Jurisdiction
This Agreement and any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales

29. GCL Policies
GCL follows policies as stated on GCL's website **(https://www.gcl.uk/about-us/policies/)**

30. GCL Anti-bribery and Corruptions
GCL follows policies as stated on GCL's website **(https://www.gcl.uk/about-us/policies/)**